

THIS LEASE, made this 11 day of August, 1963, by and between S. S. LIND (CORPORATION, herein called "LANDLORD", and PITNEY-BOWES, INC., A BODY CORPORATE, HEREIN called "TENANT".

WITNESSETH, that in consideration of the rental hereinafter agreed upon and the performance of all of the conditions and covenants hereinafter set forth on the part of the Tenant to be performed, the Landlord hereby does lease unto said Tenant the two-story building amounting to 9,000 square feet, in the City of Boston, State of Massachusetts, and located at 6 Charlestown West as described and shown on accompanying plat to be Exhibit "A", said property being marked in red, in accordance with the plans prepared by the Architect and Engineer, which said plans have been approved and accepted by the above-named Landlord and Tenant as shown by their acceptance in writing appearing on said plans, for the term of twenty (20) years, beginning on the First day of September, 1963, and terminating on the Thirty-first day of August, 1983, at an annual rental of SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$16,800.00), payable in equal monthly installments on the first day of each and every month in advance.

1. The Tenant covenants and agrees with the Landlord without previous demand therefore to pay said rent when due.

2. The Tenant does covenant and agree with the Landlord to observe, comply with, and execute, at its own expense, all laws and valid and lawful rules, requirements and regulations of the United States, State of Massachusetts, City of Boston.

3. The Tenant will occupy the demised premises only for the purposes of an office and service building. The Tenant covenants and

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agrees with the landlord not to assign this lease, in whole or in part, or sublet the leased premises, or any part or portion thereof, without the written consent of the landlord.

4. The Tenant covenants and agrees with the landlord that the Tenant will not do anything in or about said premises that will contravene or affect any insurance thereon or which the landlord may hereafter place thereon, and that the Tenant will do everything reasonably possible and consistent with the conduct of Tenant's business, as above limited, so as to obtain the greatest possible reduction in the fire insurance rate of the landlord on the building hereby leased or of which the premises hereby leased are a part, and upon the request of the landlord, the Tenant agrees to install such fire pails and fire extinguishers as may be recommended by the Board of Underwriters in order to lower the insurance rate on such building or premises.

5. That the Tenant will not make any structural alteration to said premises without the written consent of the landlord.

6. The Tenant covenants and agrees with the landlord to be liable for repairs and maintenance of the interior of the leased premises during the entire term of this lease, including the heating plant, air conditioning, bathroom facilities, and all other equipment on said premises, and the parking area, which was furnished by the landlord, and when vacating, to surrender the peaceful and quiet possession of the said leased premises in the same condition and in as good order as when received, ordinary wear and tear and damage by fire excepted, and the Tenant further agrees that the landlord shall not be required to render and furnish any janitor services.

7. The landlord covenants and agrees with the Tenant to make all structural defective repairs on the exterior of the premises whenever

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~~The time shall be necessary,~~ ~~written~~ notice by Registered Mail is given to the Landlord by the said Tenant, and then the Landlord shall have reasonable time in which to make such repairs. If the premises are damaged by fire, the obligation of the Landlord for repairs shall be governed by the paragraph dealing with fire damage hereinafter appearing in this Lease.

8. If the Tenant shall fail to pay said fixed rental on any other sum required by the terms of this Lease to be paid by the Tenant within ten (10) days after the due date thereof, the Landlord shall have the immediate right, without notice, to make distress therefor; and upon such distress, in the Landlord's discretion, this tenancy shall terminate. In case the Tenant shall fail to comply with any of the other provisions, covenants, or conditions of the Lease, on its part to be kept and performed, such default shall continue for a period of ten (10) days after written notice thereof shall have been given to the Tenant by the Landlord; then, upon the happening of any such events, the term of this Lease, at the option of the Landlord, shall cease and determine, and from thenceforth it shall and may be lawful for the Landlord to re-enter into and upon the leased premises, on any part thereof, and to repossess and hold the same as if this Lease had never been executed.

9. It is understood and agreed that in the event the said premises are damaged by fire, condemnation of public authorities, storm, the elements, Act of God, unavoidable accident and/or the public enemy, but not to such an extent as to render same untenable, then the Landlord shall restore said premises as speedily as possible and there shall be no abatement of rent; and if said premises are injured or damaged by any of the aforesaid causes only to such an extent as to render them partially untenable the Landlord shall restore such premises so injured or damaged as speedily as possible, rent to abate proportionately on such part of said premises as may have been rendered wholly untenable until

such time as such premises shall be fit for occupancy, and after which time the full amount of rent reserved in this Lease shall be payable as hereinbefore set out. And if said premises are injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of the Tenant shall terminate upon payment of all rent due and payable to the date of such happening.

10. In the event of an appointment of a receiver or trustee for the Tenant in any legal proceedings instituted by or against it, including proceedings under Chapters VIII, X, XII, or under any similar provisions of the Bankruptcy Act, if the appointment of such receiver or such trustee is not vacated within thirty (30) days or upon the adjudication in bankruptcy of the Tenant, whether upon voluntary or involuntary proceedings, then any of the said events shall be deemed to constitute a breach of this Lease and thereupon, without entry or other action by the Landlord, this Lease shall become and to be terminated and such termination shall be taken for all purposes, as having occurred at the date of the adjudication in bankruptcy; and notwithstanding any other provision of this Lease, the Landlord shall, upon such termination and as of such date, be entitled to recover, as liquidated damages, an amount equal to the difference between the then present fair value of the remaining rent due under this Lease for the balance of the term and the then present fair rental value of the premises for the balance of the term.

11. The Landlord covenants and agrees that possession of said premises shall be given to the Tenant as soon as said premises are ready for occupancy by said Tenant. In case possession, in whole, cannot be given to the Tenant on September 1, 1963, the Landlord agrees to abate the rent proportionately until possession is given to said Tenant, and the Tenant agrees to accept such pro-rata abatement as liquidated damages for the failure to obtain possession. This provision is placed in this

Lease as to evidence the understanding of the Landlord and Tenant that the Landlord shall not be responsible for any delay caused by the enactment of any State, Federal, or local law or by the promulgation of any Order of the United States Government, State of Massachusetts, City of Boston, restricting building operations or by emergencies beyond the control of the Landlord, strikes, and Acts of God. In the event that possession of said premises is not given to the Tenant and said premises are not ready for occupancy November 1, 1963, the Tenant may at his option cancel this Lease and all agreements pertaining thereto.

12. The Tenant covenants and agrees that it will not place or permit any signs, lights, awnings or poles in or about said premises without the permission, in writing, of the Landlord, and, in the event that such consent is given, the Tenant agrees to pay any sign privilege or other tax therefor. Tenant further covenants and agrees that it will not paint or make any changes in or on the outside of said premises without the permission of the Landlord in writing. The Tenant agrees that it will do nothing on the outside of said premises to change the uniform architecture, paint, or appearance of said building, without the consent of the Landlord in writing, and such approval shall not be withheld unreasonably.

13. The Tenant further covenants and agrees not to pile any goods on the sidewalk in front of said building or block said sidewalk, and not to do anything that directly or indirectly will take away any of the rights, or egress or ingress, of the Landlord or do anything which will, in any way, change the uniform and general design of the property of the Landlord.

14. It is further understood and agreed between the parties hereto that the Landlord shall have the right to place a "For Rent" sign on any portion of said premises for sixty (60) days prior to the final termination of this Lease.

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15. The Landlord shall not be liable for any damage to any property at any time in said article building arising from fire, or from water, gas, rain or snow which may leak into, or issue or flow from any part of the said building or from the pipes or plumbing or heating apparatus in the same, or from any other place or quarter, or from any other cause.

16. The Tenant covenants and agrees to assume all liability for any action for damages which may arise from any kind of injury to person or property resulting from Tenant's negligence in or upon the leased premises.

17. It is understood and agreed that the Landlord and its agents, servants and employees, including any builder or contractor employed by the Landlord, shall have, and the Tenant hereby gives them each of them, the absolute and unconditional right, license and permission at any and all reasonable times, to enter through, across or upon the premises hereby leased or any part thereof, and, at the option of the Landlord to do such things as are chargeable to the Landlord or to make such changes in said premises as the Landlord may deem necessary or proper.

18. It is agreed that the term of this Lease expires on August 31, 1983, without the necessity of any other notice by or to any of the parties hereto.

19. The Tenant covenants and agrees to replace any plate glass which may be broken during its tenancy, at its sole expense.

20. It is agreed for the purposes of any suit brought on or under this Agreement, this Agreement shall be construed to be a divisible contract to the end, that successive actions may be maintained on said Agreement, and it is further agreed that the failure to include in any

suits or action any sum or sums then entered shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted, and the Tenant agrees that it will not in any suit or suits brought on this Lease for a matured sum for which judgment has not previously been received, plead, rely on or urge as a bar to said suit or suits, the defenses of res adjudicata, former recovery, extinguishment, merger, election of remedies or other similar defense.

21. It is agreed that Pitney-Bowes, Inc., shall have the exclusive use of the entire lot for parking cars in the rear of the building, but the same shall be used for parking purposes only.

22. The Tenant covenants and agrees to pay the Landlord as additional rent, an amount by which the real estate taxes assessed against the demised premises for each year for the term of this Lease exceed FOUR THOUSAND DOLLARS (\$4,000.00) yearly; and each such payment shall be due and payable within ten (10) days after Landlord shall have given Tenant notice of the amount due hereunder; and such real estate taxes assessed for the first and last years of the term of this Lease shall be pro-rated.

23. It is understood by both Landlord and Tenant that this Lease shall coincide with the beginning of the lease for the premises adjoining property located 6 Charlesgate West, better known as the intersection of Charlesgate West and Bylston Streets.

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IN WITNESS WHEREOF the Lessor and Lessee have caused this
 Instrument to be executed by their duly authorized officers and their
 corporate seals to be hereunto affixed, attested to by their respective
 Secretaries.

WITNESS:

S. S. LAND CORPORATION

Henry L. Frick
 Secretary

Earle Lipson
 President

PTINCY-LLIES, INC.

O. F. Bell
 Secretary

W. M. Bell
 Vice President

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STATE OF MARYLAND
CITY OF BALTIMORE, to Wit:

I HEREBY CERTIFY, that on this 9th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Earle Lipchik, President of S. S. LIND CORPORATION, Landlord, and acknowledged the foregoing Lease to be the act of the said body corporate.

AS WITNESS my hand and Notarial Seal

Harry J. Weinstock
Notary Public

My Commission Expires
5/6/63

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
CITY OF STAMFORD, to Wit:

I HEREBY CERTIFY, that on this 5th day of March, 1963, before me, the subscriber, a Notary Public of the State of Connecticut, in and for the City of Stamford, County of Fairfield, aforesaid, personally appeared E. W. Davis of ITTNEY-DWES, INC., A BODY CORPORATE, Tenant in the foregoing Lease, and acknowledged the foregoing Lease to be the act and Lease of said body corporate, ITTNEY-DWES, INC., Tenant.

AS WITNESS my hand and Notarial Seal

Walter P. Kacina
Notary Public

My Commission Expires

My Commission Expires Mar. 31, 1967

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